

# EXHIBIT Q

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ENTITY NAME: 286 RIDER AVE ACQUISITION LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC) COUNTY: KING

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FILER:

EXIST DATE

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USACORP INC.  
325 DIVISION AVE  
STE 201  
BROOKLYN, NY 11211

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01/22/2019

ADDRESS FOR PROCESS:

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286 RIDER AVE ACQUISITION LLC  
679 DRIGGS AVE  
BROOKLYN, NY 11211

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: USACORP-RW

SERVICE CODE: RW

|                |        |          |        |
|----------------|--------|----------|--------|
| FEE:           | 210.00 | PAYMENTS | 210.00 |
| FILING:        | 200.00 | CHARGE   | 0.00   |
| TAX:           | 0.00   | DRAWDOWN | 210.00 |
| PLAIN COPY:    | 0.00   |          |        |
| CERT COPY:     | 10.00  |          |        |
| CERT OF EXIST: | 0.00   |          |        |

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28RIAVAC DOS-1025 (04/2007)

**STATE OF NEW YORK**  
**DEPARTMENT OF STATE**

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 22, 2019.

A handwritten signature in black ink that reads "Whitney Clark".

Whitney Clark  
Deputy Secretary of State

**ARTICLES OF ORGANIZATION  
OF  
286 Rider Ave Acquisition LLC**  
Under Section 203 of the Limited Liability Company Law

**FIRST:** The name of the limited liability company is:

**286 Rider Ave Acquisition LLC**

**SECOND:** The county, within this state, in which the office of the limited liability company is to be located is KINGS.

**THIRD:** The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

286 Rider Ave Acquisition LLC  
679 Driggs Ave  
Brooklyn, NY 11211

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Toby Moskovits, ORGANIZER (signature)

Toby Moskovits , ORGANIZER

**Filed by:**

USACORP INC.  
325 DIVISION AVE  
STE 201  
BROOKLYN, NY 11211

**USACORP (RW)**

**DRAWDOWN**

**CUSTOMER REF# 28RIAVAC**

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/22/2019  
FILE NUMBER: 190122010188; DOS ID: 5479162**

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT  
OF  
286 RIDER AVE ACQUISITION LLC**

This First Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") of 286 Rider Ave Acquisition LLC (the "Company") is entered into as of September 16, 2019 by 286 Rider Ave Development LLC, a New York limited liability company (the "Member"), pursuant to the terms of the New York Limited Liability Company Law (the "Law") and this Agreement.

**WHEREAS**, the Company has been formed as limited liability company pursuant to, and in accordance with, the Law; and

**WHEREAS**, the Company commenced on January 22, 2019, the date that the Articles of Organization (the "Articles") were filed in the Office of the Secretary of State of the State of New York (the "Secretary") in accordance with the Law and shall continue in perpetuity unless dissolved in accordance with the terms of the Law. The Members shall take any and all other actions reasonably necessary to perfect and, except as otherwise provided in this Agreement, to maintain the status of the Company as a limited liability company under the laws of the State of New York.

**WHEREAS**, the Member desires to amend and restate the Operating Agreement of the Company dated as of August 15, 2019 in its entirety on the terms herein:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties hereto set forth their agreement as follows:

- 1. Name.** The name of the limited liability company formed hereby is 286 Rider Ave Acquisition LLC, (the "Company")
- 2. Purpose.** The Company is formed for the purpose of purchasing 286 Rider Avenue, Bronx, NY (the "Premises") and to act on behalf of its member in connection with the renovation and operation of the Premises and engaging in any and all activities necessary or incidental to the foregoing.
- 3. Term.** The Company does not have a specific date of dissolution in addition to the events of dissolution set forth by law and set forth in The Articles of Organization.
- 4. Members.** The names and the business, residence, or mailing address of the sole member is:

286 Rider Ave Acquisition LLC  
679 Driggs Avenue  
Brooklyn NY 11211

**5. Management/Powers.**

286 Rider Ave Development LLC, the sole member of the Company, shall have the sole power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein. 286 Rider Ave Development LLC shall manage the affairs of the Company, and have right, power, and authority to manage the day-to-day business, affairs, operations and activities of the Company, and to execute on behalf of the Company all documents necessary and appropriate, to obtain permits, licenses, contracts and anything necessary for the renovation of the premises, to obtain mortgage and construction financing upon the premises, including but not limited to Loan Agreements, Mortgages, Promissory Notes, Environmental Indemnities, Guarantees, Confessions of Judgment and Disclosures thereof, to manage the property as a building, rental apartments, or hotel, to collect rents, to sign leases, to evict tenants, to operate the bank account of the company, and shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the Limited Liability Company Law of the State of New York (the "LLCL").

**6. Profits, Losses and Expenses of the Company.**

(a) All profits realized by the Company shall be: a) first utilized to pay off debt and b) then distributed to its sole member per its Membership Interests.

(b) All expenses (including interest payments on any debt owed by the Company) incurred by the Company in running its daily operations shall be paid by the sole member based on its proportionate share of Membership Interests it owns.

(c) All losses realized by the Company (which losses shall be deemed to have been realized after the Initial Capital Investments and Operating Accounts have been depleted) shall be borne by the sole member based on its proportionate share of profits it is entitled to.

**7. Membership Interests.**

|                               |      |
|-------------------------------|------|
| 286 Rider Ave Development LLC | 100% |
|-------------------------------|------|

**8. Books and Records.** The books and records of the Company shall be kept at: 679 Driggs Avenue, Brooklyn NY 11211.

**9. Liability of Member.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLCL and as provided herein.

**10. Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

**11. Interests and Certificates.**

a. Interests. Each limited liability company interest in the Company shall constitute and shall remain a "security" within the meaning of and governed by (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time

to time in the State of New York and (ii) the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995 and each limited liability company interest in the Company shall be treated as such a "security" for all purposes, including, without limitation perfection of the security interest therein under Article 8 of each applicable Uniform Commercial Code and the Company hereby "opts in" to such provisions. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"), such provision of Article 8 of the UCC shall be controlling.

b. Certificates.

(i) Upon the issuance of limited liability company interests in the Company to any Person in accordance with the provisions of this Agreement or with respect to any limited liability company interests that have already been issued by the Company and are currently outstanding and owned by any Person, without any further act, vote or approval of any Member, Officer or any Person, the Company shall issue one or more non-negotiable certificates in the name of such Person substantially in the form of Exhibit A attached hereto (a "Certificate"), which evidences the ownership of the limited liability company interests in the Company of such Person. Each such Certificate shall be denominated in terms of the percentage of the limited liability company interests in the Company evidenced by such Certificate and shall be signed by an Officer or "authorized person" on behalf of the Company.

(ii) Without any further act, vote or approval of any Member, Officer or any Person, the Company shall issue a new Certificate in place of any Certificate previously issued if the holder of the limited liability company interests in the Company represented by such Certificate, as reflected on the books and records of the Company:

(A) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued Certificate has been lost, stolen or destroyed;

(B) requests the issuance of a new Certificate before the Company has notice that such previously issued Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(C) if requested by the Company, delivers to the Company a bond, in form and substance satisfactory to the Company, with such surety or sureties as the Company may direct, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued Certificate; and

(D) satisfies any other reasonable requirements imposed by the Company.

- (iii) Upon a Member's transfer in accordance with the provisions of this Agreement of any or all limited liability company interests in the Company represented by a Certificate, the transferee of such limited liability company interests in the Company shall deliver such Certificate to the Company for cancellation (executed by such transferee on the reverse side thereof), and the Company shall thereupon issue a new Certificate to such transferee for the percentage of limited liability company interests in the Company being transferred and, if applicable, cause to be issued to such Member a new Certificate for that percentage of limited liability company interests in the Company that were represented by the canceled Certificate and that are not being transferred.

c. Filing Of Certificate of Division.

The filing of a certificate of division, adoption of a plan of division, amending of any organizational documents, or any other actions taken, permitted, or consented to in order to divide a Company into two or more Companies pursuant to a plan of division such as contemplated under the Delaware Limited Liability Company Act or any other similar requirement of law in any jurisdiction is prohibited.

(Signature on the next page)

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the day and year written above.

SOLE MEMBER:

286 Rider Ave Development LLC

By its Manager:  
286 Rider Ave Holdings LLC

By: Yechial Michael Lichtenstein  
Name: Yechial Michael Lichtenstein  
Title: Manager/Member